

AGREEMENT
BETWEEN THE
BOROUGH OF CARLSTADT
AND
SUPERIOR OFFICERS' ASSOCIATION
LOCAL 312

January 1, 2005 - December 31, 2005

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
PREAMBLE		5
I	EMPLOYEE'S BASIC RIGHTS	5
II	EXCLUSITIVITY OF ASSOCIATION REPRESENTATION	6
III	EXISTING LAW	6
IV	ASSOCIATION RECOGNITION	6
V	ASSOCIATION REPRESENTATIVES	7
VI	RIGHTS OF EMPLOYEES	8
VII	DATA FOR FUTURE BARGAINING	9
VIII	SALARIES	10
IX	LONGEVITY	10
X	STIPENDS	11
XI	SOA REPRESENTATIVES	11
XII	VACATIONS	12
XIII	PERSONAL LEAVE DAYS	12
XIV	SICK LEAVE	13
XV	WORK INCURRED INJURY	13
XVI	BEREAVEMENT LEAVE	14
XVII	LEAVE OF ABSENCE	15

XVIII	HEALTH BENEFITS	16
XIX	INSURANCE	22
XX	LIFE INSURANCE	24
XXI	PERSONNEL FILES	24
XXII	MILITARY LEAVE	24
XXIII	PENSION	25
XXIV	GRIEVANCE PROCEDURE	25
XXV	SAVINGS CLAUSE	26
XXVI	OFF-DUTY POLICE ACTION	27
XXVII	AMENDMENT OF LAW	27
XXVIII	MILEAGE ALLOWANCE	28
XXIX	MATERNITY LEAVES	28
XXX	SAFETY AND HEALTH	28
XXXI	TELEPHONE	29
XXXII	NO WAIVER	29
XXXIII	UNIFORM REGULATIONS	29
XXXIV	POLICE VEHICLES	30
XXXV	SENIORITY	30
XXXVI	USE OF NON-POLICE PERSONNEL	31
XXXVII	IN-SERVICE TRAINING PROGRAM	31
XXXVIII	EDUCATION BENEFITS	32
XXXIX	OFF DUTY COMMUNITY ACTIVITIES	33

XL	SEVERANCE BENEFITS	33
XLI	APPOINTMENT TO NEXT RANK	34
XLII	PAST PRACTICE CLAUSE	34
XLIII	MAINTENANCE OF WORK OPERATIONS	35
XLIV	TERM OF AGREEMENT	36
APPENDIX A - SALARIES		37
APPENDIX B – VACATIONS		38

PREAMBLE

A. THIS AGREEMENT is made effective January 1, 2005 between the BOROUGH OF CARLSTADT, a body politic and municipal corporation of the State of New Jersey, hereinafter referred to as the "Employer" and the CARLSTADT SUPERIOR OFFICERS, hereinafter referred to as the "SOA".

B. WHEREAS the Employer and the SOA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to that end and that continuous and efficient service will be rendered to and by both parties.

Now, therefore, it is agreed as follows:

ARTICLE I

EMPLOYEES' BASIC RIGHTS

1. Pursuant to Chapter 303, Public Laws 1968, the Employer hereby agrees that every Employee shall have the right freely to organize, join, and support the SOA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the laws of the State of New Jersey, the Employee undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States.

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2. The Employer further agrees that it shall not discriminate against any Employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the SOA and its affiliates, collective negotiations with the Employer, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

ARTICLE II

EXCLUSITIVITY OF ASSOCIATION REPRESENTATION

The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association (Carlstadt Superior Officers' Association) only with regard to the categories of personnel covered by the said Memordanum of Agreement during the term of this Agreement.

ARTICLE III

EXISTING LAW

The provisions of this agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal laws.

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ARTICLE IV

ASSOCIATION RECOGNITION

The Employer recognizes the SOA only as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment of all Employees employed by the Employer's Police Department in the job titles of Deputy Chief and Captain. All non-police Employees and other lower rank positions are excluded.

No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

The term "Police Officer" or "Employee" as used herein shall be defined to include the plural as well as the singular, and to include females as well males, and shall apply to members covered by this agreement.

ARTICLE V

ASSOCIATION REPRESENTATIVES

The Employer recognizes the right of the Association to designate representatives within the Department and alternates for the enforcement of this Agreement, provided they are members of the Carlstadt Police Department or their attorneys.

The Association shall furnish the Employer in writing the names of the representatives and the alternate and notify the Employer of any change.

The authority of the representatives and alternates so designated by the Association shall be limited to, and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions -of the collective bargaining Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers. The Association

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representatives shall also be the authorized representatives for receipt of information for the Employer.

The designated Association representatives shall be granted time with pay during working hours to investigate and seek to settle formal grievances. This clause is meant to provide only one person, representative or alternate, be excused from duty regarding grievances at one time.

ARTICLE VI

RIGHTS OF EMPLOYEES

Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

The security of the community depends to a great extent on the manner in which police officers perform their duty, and their employment is thus in the nature of a public trust.

The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public.

Out of these contacts may come questions concerning the actions of members of the force. These questions may require investigation by appropriate authority.

In an effort to insure that these investigations are conducted in a manner that is conducive to good order and discipline, the following rules are hereby adopted.

- (a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise, in which event reassignment of the member of the force should be employed. If any time is lost, the member of the force shall be compensated. When it arises out of a work situation or police matter, interrogation shall be handled on Borough time.

- (b) The interrogations shall take place at Police Headquarters or the location where the incident allegedly occurred.
- (c) Sufficient information to reasonably apprise the members of the allegation should be provided. If it is known that the member of the force is being interrogated as a witness only, he should be so informed at the initial contact.
- (d) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
- (e) The member of the force shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary punishment. No promise or reward shall be made as an inducement to answering questions.
- (f) The complete interrogation of the member of the force shall be recorded mechanically at the request of the member or interrogator. There will be no "off the record" questions. All recesses called during the questioning shall be recorded.
- (g) If a member of the force is under arrest or is likely to be; that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.
- (h) This Article shall not apply with regard to minor violations or the routine day-to-day activities of the Department.

ARTICLE VII

DATA FOR FUTURE BARGAINING

The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively, which data shall be contained in the official records of the Borough.

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The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty, the total length of time lost as a result of injuries on duty and other data of similar nature.

The Borough shall incur no additional expense by virtue of this article. This Article shall not apply to any attorney-client work product.

ARTICLE VIII

SALARIES

The base annual salaries of all Employees covered by this agreement shall be set forth in Appendix "A"

ARTICLE IX

LONGEVITY

The Deputy Chief and Captains shall be entitled to longevity payments as set forth below:

Longevity shall be included in the annual salary of all Employees.

1. One percent (1%) for every four (4) years of service for Employees with twelve (12) or less complete years of service.
2. One percent (1%) for every three (3) years of service for Employees who have completed thirteen (13) or more years.

3. Each Employee who has completed twenty-nine (29) full years of service shall, for all time thereafter receive a longevity rate of one percent (1%) for every two (2) years of service completed over the twenty-ninth year.

Years of service shall be determined by the Employee's anniversary date of employment within the department. Longevity entitlement, rate, increases thereto, and the like shall be determined by the number of years service completed by the Employee as of the last day of each calendar year and at the Employee's most current annual salary for the calendar year.

ARTICLE X

STIPENDS

Detectives shall receive the sum of Five Thousand Dollars (\$5,000.00) per year, which shall be included in the applicable officer's annual salary and paid in regular, periodic installments in accordance with the payroll cycle of the employer.

ARTICLE XI

SOA REPRESENTATIVES

The Employer agrees to give the necessary time off without loss of pay to the SOA Representative to attend the monthly state SOA meeting and the county conference.

The Employer agrees to grant necessary time off without loss of pay to the SOA Representatives duly designated by the SOA Association to represent the SOA at any meetings with the Employer in regard to contract negotiations.

ARTICLE XII

VACATIONS

The vacation allowance shall be set forth in this agreement in Appendix "B".

When in any calendar, the vacation or any part thereof is not granted by reason of the pressure of police activity, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year at the approval of the Chief and Police Commissioner, provided such vacation time has been previously requested during the calendar year.

If an Employee is on vacation and becomes sufficiently ill so as to require hospitalization for four (4) days or more, he may have such period of illness and post hospital recuperation period charged against sick leave at his option upon proof of hospitalization and a physician's certificate.

No Employee who is on vacation shall be recalled except in case of the full mobilization of the department to meet a clear and present danger confronting the Employer.

ARTICLE XIII

PERSONAL LEAVE DAYS

Each Employee shall be entitled to one (1) personal leave day per year. On January 1, 2002, this will increase to two (2) personal days per Employee per year. Thereafter, each Employee will be entitled to two (2) personal leave days per year. For the purpose of this clause, an Employee shall not be required to advise his superior of the reasons for the personal leave day.

Employees shall notify the Department of their intention to take a personal day to insure that the Borough has adequate personnel on hand to perform all necessary functions.

ARTICLE XIV

SICK LEAVE

All full time members within the bargaining unit shall have unlimited sick leave as per the prior practice.

The Employer shall have the right to send a member of the Department or a physician to the Employee's home at the Employer's expense, for the purpose of examination.

To qualify for payment while absent on sick leave, such Employee who will be absent from duty on sick leave will so notify the Chief of Police or his Designee in charge. Such notice shall state the nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

In any of the following three circumstances, the Borough of Carlstadt may reasonably require a police officer to submit a physician's certificate upon his return to work after his use of sick time:

- (a) Where the officer used more than four (4) consecutive sick days, or
- (b) The officer used more than four (4) individual uses of sick time in a calendar quarter, or
- (c) Where there has been illustrated a regular or recurring pattern of use of sick time.

ARTICLE XV

WORK INCURRED INJURY

When an Employee covered under this agreement suffers a work connected-injury or disability, the Employer shall continue such Employee at full pay, during the continuance of such Employee's inability to work. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and, the Employer may reasonably require Employees to visit the Borough Physician or its insurance company physician.

In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or its insurance carrier, then, and in that event, the burden shall be upon the Employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation, or, by the final decision of the last reviewing court which shall be binding upon the parties.

For the purposes of the Article, injury or illness incurred while the Employee is acting in any Employer authorized activity, shall be considered in the line of duty.

Any time an Employee performs a duty or function which he has been ordered to perform in the line of duty, or one traditionally performed by Employees governed by this Agreement, or one incidental thereto, and is injured as a result thereof, it shall be construed by the parties as one which arises out of and in the course of the Employee's employment for Worker's Compensation and for pension benefits pursuant to appropriate statutes.

ARTICLE XVI

BEREAVEMENT LEAVE

All permanent and full time Employees covered by this agreement shall be entitled to three (3) days leave with pay upon the death of a member of his immediate family. However, in the event that the death, funeral service, or any observance or obligation in connection thereof occurs more than two hundred and fifty (250) miles from the Borough of Carlstadt, then the Employee shall be entitled to four (4) days leave with pay.

Immediate family shall include spouse, children, parents, brothers, sisters, and grandparents of Employee or spouse.

Such funeral leave shall not be charged against the Employee's vacation or sick leave.

Any extension of absence under this Article, however, may, at the Employee's option and with the consent of the Police Commissioner or Mayor, be charged against available vacation time or be taken without pay for a reasonable period.

In addition to bereavement leave granted under this section, when the death of a family member involves an Employee's spouse or child, the Employee will be entitled to five (5) days leave with pay upon the death of a family member.

In the event of extenuating circumstances, the Employee can request that the bereavement leave period be postponed, all or in part, for a reasonable period of time. A request for such postponement must be approved by a committee comprised of the police Committee and the Mayor.

ARTICLE XVII

LEAVE OF ABSENCE

All permanent full-time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed forty-five (45) calendar days.

The Employee shall submit in writing all facts bearing on the requests to the Police Department, to forward the request to the governing body. The governing body shall consider each case on its merits and without establishing a precedent. The Employer shall not unreasonably deny any Employee's request for a leave of absence.

This leave is subject to renewal for reasons of personal illness, disability, or other reasons deemed proper and approved by the Employer. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave, if leave without pay is requested for reasons other than illness.

At the expiration of such leave, the Employee shall be returned to the position from which he is on leave.

Seniority shall be retained.

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ARTICLE XVIII

HEALTH BENEFITS

The Employer will continue to provide and pay for the existing medical coverage payment. All increases in the premiums during the term of this Agreement shall be borne entirely by the Employer.

A. Medical Insurance Coverage

The Employer will continue to provide and pay for the existing medical insurance coverage as follows:

1. Basic information specified in booklets to be distributed by the Employer.
 2. Employees covered - All full time Employees who regularly work thirty (30) or more hours each week are eligible.
 3. Family members
 - a. An Employee's spouse and unmarried children under nineteen (19) years of age are eligible.
 - b. In addition, unmarried children up to twenty three (23) years of age who are full time students and primarily supported by an insured Employee will be eligible for benefits.
 - c. Insurance for a dependent child who is mentally or physically incapable of earning his or her own living will be continued beyond the age limit, assuming proof of the child's incapacity is furnished at the time the coverage would otherwise terminate.
 - d. Any family member also employed by the Employer will be insured for Employee benefits rather than family member benefits.
- In addition, the Employer will continue to provide and pay for medical insurance coverage in accordance to the following:

1. Under the Schedule of Benefits/Basic Health Benefits:
 - a. Accidental Injury: \$500.00 per person per year
 - b. Physician's Hospital Visits: \$50.00 per day
2. Under Co-Insurance:

Eighty Five percent (85%) of eligible mental or nervous disorders with a maximum of eighty (\$80.00) dollars per visit.
3. Under Dental Plan:
 - a. Class III: Special - Eighty five percent (85%)
 - b. Class IV: Orthodontia - Eighty five percent (85%)
with a \$2,500.00 maximum.
4. Under Vision Care Plan/Covered Services:
 - a. Exams: \$65.00
 - b. Lenses: Single - \$65.00
Bi-focal - \$85.00
Tri-focal - \$95.00
Lenticular - \$125.00
 - c. Frames: \$75.00
 - d. Contact Lenses: \$300.00

All increases in the premiums during the term of this Agreement shall be borne entirely by the Employer.

B. Dental Plan

The Employer shall provide and pay in full the premium costs of the full family group dental plan including orthodontic coverage as follows:

1. Basic information specified in booklets to be distributed by the Employer.

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2. Employees covered - All full time Employees who regularly work thirty (30) or more hours each week are eligible.

3. Family members

a. An Employee's spouse and unmarried children under nineteen (19) years of age are eligible.

b. In addition, unmarried children up to twenty three (23) years of age who are full time students and primarily supported by an insured Employee will be eligible for benefits.

c. Insurance for a dependent child who is mentally or physically incapable of earning his or her own living will be continued beyond the age limit, assuming proof of the child's incapacity is furnished at the time the coverage would otherwise terminate.

d. Any family member also employed by the Employer will be insured for Employee benefits rather than family member benefits.

C. Vision Care Plan

The Employer shall provide and pay the full premium costs of the full family vision care plan as set forth below:

1. Basic information specified in booklets to be distributed by the Employer.

2. Employees covered - All full time Employees who regularly work thirty (30) or more hours each week are eligible.

3. Family members

a. An Employee's spouse and unmarried children under nineteen (19) years of age are eligible.

b. In addition, unmarried children up to twenty three (23) years of age who are full time students and primarily supported by an insured Employee will be eligible for benefits.

c. Insurance for a dependent child who is mentally or physically incapable of earning his or her own living will be continued beyond the age limit, assuming proof of the child's incapacity is furnished at the time the coverage would otherwise terminate.

d. Any family member also employed by the Employer will be insured for Employee benefit rather than family member benefits.

D. Drug Prescription Plan

The Employer shall provide and pay the full premium costs of the full family drug prescription plan as set forth below:

1. Basic information specified in booklets to be distributed by the Employer.

2. Employees covered - All full time Employees who regularly work thirty (30) or more hours each week are eligible.

3. Family members

a. An Employee's spouse and unmarried children under nineteen (19) years of age are eligible.

b. In addition, unmarried children up to twenty three (23) years of age who are full time students and primarily supported by an insured Employee will be eligible for benefits.

c. Insurance for a dependent child who is mentally or physically incapable of earning his or her own living will be continued beyond the age limit, assuming proof of the child's incapacity is furnished at the time the coverage would otherwise terminate.

d. Any family member also employed by the Employer will be insured for Employee benefit rather than family member benefits.

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E. Health Benefits – Retirement

The Employer shall provide and pay the full premium of costs of Employee health benefits as set forth below:

1. Basic information specified in booklets to be distributed by the Employer.
 - (a) Upon completion of an officer's career, which meets all the requirements in terms of qualifying him for a pension in the New Jersey Police and Firemen's Retirement System, he shall be entitled to receive a full health benefits package, as set forth in this Agreement, including Dental, Vision Care, and Prescription Drug plans, equivalent in all aspects to that coverage provided by the Borough to all members of the bargaining unit. The full and complete premium costs of same shall be borne 100% by the Borough throughout the employee's retirement. As the conditions and terms qualifying a member for the pension may change, the qualifications for health benefits will simultaneously change.
 - (b) In the event that a retired officer, as defined in paragraph (a) above, dies leaving a surviving spouse and/or minor children, the Borough of Carlstadt shall continue, at its sole cost and expense, the full medical insurance coverage for said surviving spouse and/or minor children.
 - (c) If the retiree or the retiree's spouse obtains employment which offers health benefit coverage, then he or his spouse must notify the Borough of same, whereupon he or his spouse shall avail themselves of coverage and all claims must be submitted thereto and said coverage exhausted prior to submission to the Borough's health care program, which Borough program shall become secondary. If no other coverage is provided, then the Borough's coverage shall remain primary.

- (d) It is agreed by the parties that any retired employee or surviving spouse, who reaches the age of 65 and is entitled to full Medicare benefits, the borough shall provide, at its sole cost and expense, a supplemental insurance policy that will provide said retired employee or surviving spouse with a full health benefits package equal to the existing health benefits package, as set forth in this Agreement, that the employee enjoyed prior to his retirement.

It is further agreed that for any retired employee or surviving spouse, who reaches the age of 65 and is not entitled to full Medicare benefits, the borough, at its sole cost and expense, shall continue the full health benefits package, as set forth in this Agreement, that the employee enjoyed prior to his retirement.

All increases in the premiums shall be borne entirely by the Employer.

A copy of the policy, riders, Certificate of Insurance and booklets describing said insurance shall be provided to each Employee annually.

2. Family members

a. An Employee's spouse and unmarried children under nineteen (19) years of age are eligible.

b. In addition, unmarried children up to twenty three (23) years of age who are full time students and primarily supported by an insured Employee will be eligible for benefits.

c. Insurance for a dependent child who is mentally or physically incapable of earning his or her own living will be continued beyond the age limit, assuming proof of the child's incapacity is furnished at the time the coverage would otherwise terminate.

e. Any family member also employed by the Employer will be insured for Employee benefits rather than family member benefits.

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The Employer shall provide and pay the full premium costs of the Full Family Group Dental Plan, including orthodontic coverage, being Plan I, as set forth in this Agreement. The Employer shall provide and pay full premium costs of the Full Family Vision Care Plan as set forth in this agreement. The Employer shall provide and pay the full premium costs of the Full Family Prescription Drug Plan as set forth in this Agreement. If an Employee covered by this agreement dies leaving a surviving spouse and/or minor children, then the Borough of Carlstadt shall continue the medical insurance coverages, as are set forth in this Article, as to the surviving spouse until her death or remarriage, and as to said surviving child, or children, during the period of their minority.

ARTICLE XIX

INSURANCE - CIVIL SUITS

A. To the extent permitted by applicable law, the Employer will pay on behalf of any Employee all sums which the Employee shall become legally obligated to pay as damages because of acts or omissions arising out of the activities of one or more members of the Carlstadt Police Force, within the scope of his employment as a member of the Carlstadt Police Force including, but not limited to the following perils:

- (i) False Arrest, False Imprisonment or Unlawful Detention;
- (ii) Assault and/or Battery
- (iii) Malicious Prosecution
- (iv) Defamation, Libel, Slander, Humiliation or Violation of Right of Privacy (unless arising out of advertising), Occupancy or Wrongful Entry;
- (v) Negligence;
- (vi) False or Improper Service of Process;
- (vii) Violation of Property Rights
- (viii) Personal Injury, Mental Anguish, Mental Injury and Shock;

- (ix) Third Party Property Damage as a result of False Arrest (property of person being arrested); and
- (x) Claims made or actions brought pursuant to the United States Constitution or the constitution of the State of New Jersey, or any law affording a civil right of action for damages by reason of an invasion of a civil right or liberty.

To obtain indemnification under this section the Employee must: 1) give the Employer prompt notice of the claim or action against him, 2) authorize the Employer, in its discretion, to settle or defend such actions or claims, and 3) take reasonable steps to cooperate in the defense thereof.

B. The Employer, at its option, will either: 1) provide counsel at no charge to the Employee for all claims or civil actions taken against the Employee because of acts or omissions arising out of the activities of one or more members of the Carlstadt Police Force, within the scope of his employment as a member of the Carlstadt Police Force or 2) authorize the Employee to obtain counsel selected by the Employee whose counsel fees will be paid by the Employer at a reasonable rate to be agreed upon by the Employer and the counsel for the Employee. For the purpose of this section, if the Employer and counsel cannot agree upon a reasonable rate, the rate paid by the Employer's insurance carrier to outside counsel for similar work shall be deemed to be a reasonable rate.

C. The Employer may continue to retain insurance to meet its obligations under either paragraph A or B above. If the Employer determines to retain insurance, Employees seeking indemnification and legal defense will be obligated to cooperate with the insurance company selected by the Employer.

D. To the extent that no conflicts exist in representation, multiple Employees may be represented by one attorney appointed by the Employer or the Employer's insurance carrier.

ARTICLE XX

LIFE INSURANCE

The Employer will provide, at its own cost and expense without cost to the Employee, a life insurance policy in the face amount of Ten Thousand (\$10,000.00) Dollars per Employee.

ARTICLE XXI

PERSONNEL FILES

A separate personnel history file shall be established and maintained for each Employee covered by this Agreement. Personal history files are confidential records, and shall be maintained in the Police Department.

Any member of the Police Department may by appointment review his personnel file.

Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE XXII

MILITARY LEAVE

Mandatory military leave for Employees training or serving with the National Guard or Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

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ARTICLE XXIII

PENSION

The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.

The Employer will pay to the appropriate Police Retirement Fund all amounts which the fund will accept on account of any payments made to the Employees pursuant to this Agreement.

It is agreed that in the event that the parties have a dispute as to whether a payment should or should not be made to the appropriate Police Retirement Fund, then, and in that event resolution of the said dispute shall be made by the appropriate fund and the parties to this Agreement to be bound thereby.

ARTICLE XXIV

GRIEVANCE PROCEDURE

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to complaints occurring under this Agreement, the following procedure shall be used. For the purposes of this Agreement, the term "grievance" means any complaint or difference or dispute between the Borough and any Employee with respect to the interpretations, application, or violation of any of the provisions of this Agreement.

The procedure for the settlement of grievances shall be as follows:

(A) STEP ONE

Within thirty (30) calendar days of when the Employee knew of the occurrence, a grievance shall be presented in writing to the Mayor and Council. The Mayor and

Council shall render a decision within fifteen (15) working days after the grievance was first presented to them. The Borough Clerk shall be the proper person to receive a grievance on behalf of the Borough Mayor and Council.

All grievances that are submitted to the Mayor and Council shall be done so in person and hand delivered to either the Borough Clerk, or in her absence the Deputy Borough Clerk during normal business hours. Acknowledgment of this delivery shall be retained by the grieving officer as proof of delivery.

(A) STEP TWO: ARBITRATION

If no satisfactory resolution of the grievance is reached at Step One, the Grievant shall have the exclusive right within thirty (30) calendar days, to refer the grievance to the Public Employment Relations Commission for the selection of an arbitrator, to decide the issue or issues. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no authority to add to or subtract from the Agreement when interpreting same.

ARTICLE XXV

SAVINGS CLAUSE

It is understood and agreed that if any portion of this Agreement or the application of such provision to other persons or circumstances shall be invalidated by statute, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalidated by statute, the Employer and the Association will meet for the purpose of negotiating changes.

ARTICLE XXVI

OFF DUTY POLICE ACTION

Since all police officers are presumed to be subject to duty twenty-four (24) hours per day, the parties agree to the following:

- (a) Any action taken by a member of the force on his time off, which would have been taken by an officer on active duty if present or available, shall be considered police action, and the Employee shall have all of the rights and benefits concerning such action as if he were then on active duty. The within clause does not apply to approved secondary employment which may be handled by Employees covered by this Agreement.
- (b) Recognizing that the Employer and its residents benefit from the additional protection afforded them by armed off-duty police officers, and further recognizing the weighty responsibility and hazards confronting such off-duty police officers, the Employer agrees to pay such Employees an additional sum to be added to the regular and periodic payments the Employees receive in the following amount: One Dollar (\$1.00) per year for off-duty time.

ARTICLE XXVII

AMENDMENT OF LAW

Any provision of this Agreement requiring State legislative action to permit its implementation by amendment of law shall not be effective until the appropriate State bodies have acted.

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ARTICLE XXVIII

MILEAGE ALLOWANCE

Whenever an Employee shall be required to use his personal vehicle in any job connected capacity assigned or authorized by the Chief of Police, he shall be entitled to an allowance of Thirty-five Cents (\$0.35) per mile.

ARTICLE XXIX

MATERNITY LEAVES

Maternity leaves not to exceed six (6) months without pay shall be granted at the request of a female Employee.

Maternity leaves may be extended or renewed for a period not to exceed six (6) months without pay upon the request of a female Employee.

ARTICLE XXX

SAFETY AND HEALTH

The Employer will comply with all safety and health statutes and other safety and health regulations so as to maintain existing working conditions at a safe level for all Employees.

Every Employer shall furnish a place of employment that shall be reasonably safe and healthful for Employees. Every Employer shall install, maintain and use such Employee protective devices and safeguards, including methods of sanitation and hygiene where a substantial risk of physical injury is inherent in the nature of a specific work operation, and shall also with respect to such work operation establish and enforce such work methods as are

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reasonably necessary to protect the life, health and safety of Employees, with due regard for the nature of the work required.

ARTICLE XXXI

TELEPHONE

Each Employee shall be required to submit his home phone number to the Department and shall be required to report any change of home phone number.

The Department shall not release the Employee's home phone number to anyone except appropriate Borough officials without an express and written authorization executed by the Employee.

ARTICLE XXXII

NO WAIVER

Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

This Agreement is not intended and shall not be construed as a waiver of any right or benefit to which the Employees or Employer herein are entitled by law.

ARTICLE XXXIII

UNIFORM REGULATIONS

While the parties agree that a full and complete uniform and the use thereof by the Employee has an affirmative impact upon an officer's image, it is recognized that the use of

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the police hat while riding in a patrol vehicle can cause inconvenience and discomfort to the Employee.

The parties therefor, agree that an Employee may remove his uniform hat while riding in an official patrol vehicle.

ARTICLE XXXIV

POLICE VEHICLES

All police vehicles purchased after the execution of this Agreement shall have the standard police package and the Employer will make every effort to keep such equipment in good state of repairs.

ARTICLE XXXV

SENIORITY

Traditional principles of seniority shall apply to Employees covered by this Agreement. Such principles shall apply to layoff, recall and other similar acts. Seniority is defined to mean the accumulated length of service with the Department and time in grade by date of appointment. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon, if any, or any physician mutually acceptable to the parties.

ARTICLE XXXVI

USE OF NON-POLICE PERSONNEL

No full-time officer or Employee covered under this Agreement shall be replaced by any person other than another full-time police officer or Employee covered by this Agreement.

ARTICLE XXXVII

IN-SERVICE TRAINING PROGRAM

It is recognized by both parties to this Agreement that it is to the mutual benefit of the citizens of Carlstadt and the Police Department to maintain a high level of training and professional preparedness among police officers. Toward that end, it is resolved that the Borough of Carlstadt will endeavor to maintain a high level of police training and to afford educational opportunities for in-service training and professional development to all officers covered by this Agreement. The Borough of Carlstadt agrees to provide educational opportunities pursuant to the needs of the Department and in consideration of the individual requests of officers for such additional training. Selection of in-service training courses and the scheduling of such courses shall be subject to the needs of the Department and the discretion of the Police Commissioner. Where a request for a course has been approved or an officer has been assigned to take a course, then it is agreed that the Borough of Carlstadt will reimburse the officer for any costs of taking the course which he may incur and any cost of material which may be required.

The Employer agrees to establish a training program for all Employees covered by this Agreement in order to provide for increased public service and increased personal professional police development.

Schooling shall be made available to individuals who desire training. The Borough of Carlstadt shall have the right to select such courses of training that shall be appropriate to the



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needs of the Borough of Carlstadt. Such courses and training programs shall be made available to officers covered under this contract on a personal option basis with seniority resolving disputes.

If a training program requires an Employee to attend school on his day off, then the Employee shall be compensated at the straight time rate in cash compensation or in compensatory time. Such compensatory time would be at the time and one-half rate.

Employees who request training shall be guaranteed at least one training school per year.

The Employer agrees to reimburse any Employee covered under this Agreement at the rate of Ten (\$10.00) dollars per day for meals while attending any such training which requires a meal period.

ARTICLE XXXVIII

EDUCATION BENEFITS

College Incentive pay will be at the rate of One Thousand (\$1,000.00) dollars per year upon the attainment of an A.A. Degree and One Thousand Five Hundred (\$1,500.00) dollars per year upon the attainment of a B.A. or B.S. Degree in police science or related fields; provided, however, that any Employee who, prior to January 1, 1983, has begun or completed any course or courses leading toward a college degree or annually the college incentive pay to which the Employee is now or hereafter becomes entitled, regardless of whether said degree is in police science, related fields, or any other fields of study.

College incentive pay will be at the rate of Two Thousand (\$2,000.00) dollars upon the attainment of a Masters Degree in police science or related fields; provided, however, that an Employee who, prior to January 1, 1983, has begun or completed any course or courses leading to a college degree or annually the college incentive pay to which the Employee is

now or hereafter becomes entitled, regardless of whether said degree is in police science, related fields, or any other fields of study.

Questions concerning whether a degree is considered a related field as stated in Article XXXIX shall be determined on an individual basis by a committee comprised of the Chief of Police, the Police Committee, and one member of the PBA.

College incentive pay shall be included in the annual salary for all applicable employees and paid in regular, periodic installments in accordance with the payroll cycle of the employer.

ARTICLE XXXIX

OFF DUTY COMMUNITY ACTIVITIES

Whenever an Employee engages in any Employer authorized community-related activity on behalf of the Borough during the Employee's off-duty hours, the Employee shall be granted compensatory time off, which shall be granted by the Employer and utilized by the Employee in accordance with the present practice regarding compensatory time off and the means by which Employees are granted time off with regard to same.

Unless otherwise expressly notified herein, all present practices with respect to off-duty community activities and the offering of opportunities to Employees to participate in same during the Employee's off duty hours shall be maintained in full force and effect.

ARTICLE XL

SEVERANCE BENEFITS

At any time following the Employee's Twenty-fourth and one-half (24 1/2) year of service, the Employee shall become entitled to a terminal leave of nine (9) months provided that separation from his employment is not based upon disciplinary termination. Terminal leave may be taken at the Employee's sole option as a nine month leave of absence with full

pay and benefits or as a lump sum payment of nine months salary at retirement. Effective December 1, 2004, Employees shall not be permitted to take a lump sum payment in excess of the amount the Employee would be permitted to take as terminal leave due the Employee attaining the age of mandatory service retirement provided by N.J.S.A. 43:16A-5 (or any successor provision thereto) during the period of the Employee's terminal leave. The Borough of Carlstadt may, at the discretion of the Governing body, grant additional terminal leave on an individual basis, however such additional grants will not constitute binding practice nor shall they modify the Employer's obligation under this Article.

Employee's opting to receive a lump sum payment on the date of retirement, must give a one (1) year notice to the Mayor and Council, in writing, for budgetary purposes.

ARTICLE XLI

APPOINTMENT TO NEXT RANK

The Employer agrees that whenever a vacancy exists in the ranks of Superior Officers, as stated in the Table of Organization, such vacancies shall be filled by promotion within ninety (90) days from the date the vacancy exists.

ARTICLE XLII

PAST PRACTICE CLAUSE

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to the status of Borough of Carlstadt Police Officers, which benefits, rights, duties, obligation, terms and conditions of employment are not specifically set forth in this Agreement shall be maintained at not less than the highest standards in effect at the time

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of commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations, terms and conditions of employment applicable to any police officer pursuant to any rules, regulations, instructions, directives, memorandum, statutes or otherwise shall not be limited, restricted, impaired, removed or abolished.

ARTICLE XLIII

MAINTENANCE OF WORK OPERATIONS

The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No officer or representative of the Association shall authorize, instigate, or condone such activity.

It is understood that violation of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Borough.

Such disciplinary action may include termination of employment or any other appropriate lesser form of discipline, subject to applicable provisions of state statute and other applicable provisions of this Agreement.

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ARTICLE XLIV

TERM OF AGREEMENT

The term of this contract shall be from January 1, 2005 through December 31, 2005. This contract shall, however, continue in full force and effect until a successor Agreement is executed.

WITNESS:

BOROUGH OF CARLSTADT

Cairie Foy

[Signature]

WITNESS

THE CARLSTADT SUPERIOR
OFFICERS' ASSOCIATION

Cairie Foy

[Signature]

WITNESS

CARLSTADT PBA LOCAL 312
CONTRACT CHAIRMAN

Cairie Foy

[Signature]

APPENDIX A

SALARIES

1/1/2005

DEPUTY CHIEF	\$127,452
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CAPTAIN	\$118,047
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APPENDIX B

VACATION

YEAR	DEPUTY CHIEF	CAPTAIN
2005	34 working days	30 working days